

Attorney Docket No: FICO-002/00US

PATENT

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Date of Deposit: January 24, 2005



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Date: January 24, 2005

By:

Sherry Duncan Bitler
Sherry Duncan Bitler

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Sergio NIETO GIL, et al.

Examiner: [Not Yet Assigned]

Serial No.: 10/617,538

Art Unit: 3683

Confirmation No.: 3497

Filed: July 11, 2003

FOR: MECHANISM WITH LOAD SENSOR FOR OPERATING A BRAKE

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P.O. Box 1450
Arlington, VA 22313-1450

**POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☐ An assignment document, a copy of which is enclosed herewith;
- ☒ An assignment document, sent concurrently to the Assignment Recordation Services, a copy of which is enclosed herewith;
- ☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

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Rev. 06/26/2001

Attorney Docket No. FICO-002/00US

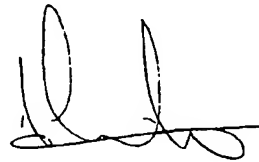
Page 2

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (720) 566-4190
Fax: (720) 566-4099

CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.



Date: 18-11-2004

Signature: _____

Name: VICTOR SOLANO

Title: ENGINEERING DIRECTOR

Company: FICO CABLES, S.A.

Rev. 6/14/2002

Attorney Docket No: FICO-002/00US

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ASSIGNMENT

Sergio Nieto Gil, residing at C/. Duquesa Villahermosa 139, 11ºB, E-50009 Zaragoza, Spain, and Jaume Prat Terradas, residing at C./ Roselló 492, 2º2a, E-08025 Barcelona, Spain, (each referred to as "Assignor") have made an invention (the "Invention") set forth in an application for patent of the United States, entitled

MECHANISM WITH LOAD SENSOR FOR OPERATING A BRAKE

and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/617,538, and filed on July 11, 2003.

WHEREAS, FICO CABLES, S.A., a corporation duly organized under and pursuant to the laws of Spain, and having its principal place of business at Calle de Josep Pujol, E-08191 Rubi, Barcelona, Spain (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention;
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention, including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

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Rev. 06/14/2001

Attorney Docket No. FICO-002/00US

Page 2

(d) any application for patent of the United States or other countries claiming the Invention;

(e) any application for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application for patent claiming the Invention, including any division, continuation, and continuation-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue and extension of said patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention, that the Invention are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention, said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

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Rev. 06/14/2002

Attorney Docket No. FICO-002/00US

Page 3

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____

By: _____
Sergio Nieto Gil

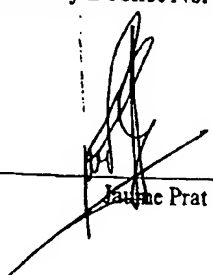
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Rev. 06/14/2002

Attorney Docket No. FICO-002/00US
Page 4

Date: 18. 11. 84.

By:


Jaume Prat Terradas